

## **APPENDIX E: SAMPLE PURCHASE & SALE AGREEMENT AND QUITCLAIM DEED**

### **PURCHASE AND SALE AGREEMENT**

This **PURCHASE AND SALE AGREEMENT** ("Agreement") made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF HARTFORD**, Connecticut, a municipality organized and existing under the laws of the State of Connecticut, with an address of 550 Main Street, Hartford, Connecticut 06103, acting herein by Pedro E. Segarra, its Mayor (the "Seller") and \_\_\_\_\_, a Connecticut corporation having a business address of \_\_\_\_\_ (the "Purchaser").

#### **Recitals**

A. Seller desires to sell a certain piece of property or parcel of land known as \_\_\_\_\_, (the "Land") together with all improvements hereditaments and appurtenances thereon (the "Improvements") (the Land and Improvements are collectively referred to herein as the "Property") which Land is more particularly bounded and described as set forth in **Exhibit A**, attached hereto and made a part hereof, which sale and purchase shall be on the following terms and conditions:

B. Seller's Court of Common Council, by resolution dated \_\_\_\_\_ together attached hereto as **Exhibit B**, has authorized the sale of said real property, subject to certain terms and conditions.

**Now Therefore**, in consideration of the mutual covenants and agreements hereinafter set forth, Seller and Purchaser agree as follow:

1. **Property.** Subject to the terms of this Agreement and the Seller's Court of Common Council resolution attached hereto as **Exhibit B**, and for the consideration set forth herein, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property as more particularly described in **Exhibit A**, which is attached hereto and made a part hereof.

2. **"As-Is" Purchase; Waiver.**

2.1 The Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the date of this Agreement and of the Closing, as defined below. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense or operation or income potential of the Property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their

respective agents or representatives are merged in this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement.

2.2 The parties agree that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement or the Exhibits annexed hereto.

2.3 Seller makes no representations or warranties as to whether the Property contains oil, petroleum or chemical liquids or solids, liquid or gaseous products, asbestos or any other harmful or toxic substances or pertaining to the extent, location or nature of same (hereinafter "Hazardous Materials"). Further, to the extent that Seller has provided to Purchaser information from any inspection, engineering or environmental reports concerning Hazardous Materials, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports.

2.4 Purchaser acknowledges that Seller has requested Purchaser to inspect fully the Property and investigate all matters relevant thereto and to rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser.

2.5 Purchaser waives and releases Seller from any present or future claims arising from or relating to the presence or alleged presence of oil, petroleum or chemical liquids or solids, liquid or gaseous products, asbestos or any other harmful or toxic substances in, on, under or about the Property including, without limitation, any claims under or on account of (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, similar state statutes, and any regulations promulgated thereunder, (b) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, or (c) this Agreement or the common law. The terms and provisions of this paragraph shall survive Closing, as defined below, hereunder.

3. **Deeds; Taxes.** On the date of the Closing as hereinafter established, Seller shall convey by deed (the "Deed") to Purchaser good and marketable fee-simple title to the Property, free and clear of all liens, delinquent taxes and assessments, leases and encumbrances of any kind, existing or inchoate, provided however, the Deed shall be subject to automatic reverter should Purchaser fail to:

1. begin construction on the improvements described in Exhibit C hereto (the "Improvements") prior to \_\_\_\_\_; or

2. complete construction of the Improvements prior to \_\_\_\_\_.

Seller shall have the right to exercise the reverter described in this section for a period of one hundred eighty (180) days from the date of Seller's actual notice of the occurrence of one of the events described above. Purchaser shall have no recourse to Seller in the event that the reverter is exercised.

**4. Conveyance Costs.**

4.1 The Seller shall be responsible for all costs of preparation of the Deed and related conveyance documents, any State or local conveyance taxes, Seller's attorney's fees and disbursements and Seller's administrative costs.

4.2 The Purchaser shall be responsible for all of Purchaser's attorneys' fees and disbursements, for the costs of recording all documents, and for the costs of title examination and survey.

**5. Purchase Price; Good Faith Deposit.** The agreed upon purchase price for the Property (the "Purchase Price") is \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_.00) which shall be payable to Seller at the Closing.

Purchaser has, prior to or simultaneously with the execution of the Agreement by the Seller, delivered to the Seller a good-faith deposit of cash, certified check or negotiable bonds or other similar obligations of the United States of America satisfactory to the Seller in the amount of \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_.00) which amount is equal to ten percent (10%) of the Purchase Price (hereinafter called the "Deposit"), in addition to the Purchase Price as security for the performance of the obligations of the Purchaser.

Seller shall be under no obligation to pay or earn interest on the Deposit, but if interest is earned on said Deposit, then all such interest shall be the property of and retained by the Seller regardless of whether the Deposit is returned to the Purchaser or retained by the Seller.

The Deposit shall be held by the Seller until completion of the Improvements in accordance with the terms of the Agreement.

Notwithstanding the provisions of the preceding paragraph, the Deposit, if cash, or bonds, or similar obligations of the United States, or, if a surety bond, the proceeds thereof, shall be retained by the Seller upon the occurrence of the following:

- i) failure of the Purchaser to complete the Improvements in accordance with the terms of this Agreement; or
- ii) any other default or breach of any of the terms of this Agreement by the Purchaser.

6. **Closing; Possession.** After all the conditions and contingencies set forth herein are satisfied and completed, the Deed for the Property is to be delivered and the closing is to take place at the offices of Seller no later than thirty (30) days after the date of this Agreement (the "Closing"). Each party shall provide the other party all necessary and appropriate authorizations, in proper form, at the Closing. Purchaser shall be entitled to possession of the Property upon the conclusion of the Closing.

7. **Title Contingency.** The Purchaser shall obtain a title certificate for the Property within fifteen (15) days after the date of this Agreement (being hereinafter referred to as the "Title Contingency Date"). If Purchaser believes a title defect exists on the Property, Purchaser shall forward a notice thereof ("Title Notice") to Seller on or before the Title Contingency Date, which notice must specify the nature of the title defect. No matter shall be construed as a defect in title so long as such matter is not construed as such under the Standards of Title of the Connecticut Bar Association, whenever applicable. The parties shall have thirty (30) days from the date of the Title Notice to make such arrangements or take such steps as they mutually agree to remedy the title defect (hereinafter referred to as the "Extended Title Contingency Date"), provided, however, Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake any obligations or otherwise to cure or agree to cure any title defects. Seller shall not be deemed to have any obligation to cure unless Seller expressly undertakes such an obligation by a written notice to or written agreement with Purchaser given or entered into prior to the Extended Title Contingency Date which recites that it is in response to a Title Notice. Purchaser's sole rights with respect to any title defect that is not remedied are set forth in Section 9 hereof and any such right shall be extinguished upon Closing. As of the date of Closing, Seller is not aware of any title defects.

8. **Inspection Contingency.** The obligations of Seller and Purchaser hereunder are specifically conditioned upon the following:

8.1 Purchaser's Right to Investigate. Seller agrees to allow Purchaser and Purchaser's contractors, subcontractors, agents or representatives reasonable access to the Property (during business hours) for purposes of any physical or environmental inspection of the Property and review (at the Property or where on file) of any leases, licenses, expenses and other such matters. Purchaser and/or Purchaser's agents and/or representatives shall not interfere with the activities of tenants or any persons occupying or providing services at the Property and will repair promptly any physical damage caused by the inspections. Purchaser and/or Purchaser's agents and/or representatives will not reveal to any third party not approved by Seller the results of its inspections.

**NOTWITHSTANDING THE PRECEDING, PURCHASER SHALL NOT CONDUCT OR ALLOW ANY PHYSICALLY INTRUSIVE TESTING OF, ON OR UNDER ANY STRUCTURE ON THE PROPERTY WITHOUT**

**FIRST OBTAINING SELLER'S WRITTEN CONSENT AS TO THE TIMING AND SCOPE OF WORK TO BE PERFORMED AND, UPON REQUEST OF SELLER, ENTERING INTO AN ACCESS AGREEMENT IN A FORM ACCEPTABLE TO SELLER. SELLER WILL, UPON REASONABLE NOTICE FROM PURCHASER, TIMELY PREPARE AN ACCESS AGREEMENT TO ALLOW SUCH TESTING.**

8.2 Purchaser shall furnish written proof to Seller of compliance with the insurance requirements set forth in this section for any entity and/or person performing any physical or environmental inspections of the Property ("Inspections") prior to such Inspections. An insurance company licensed to conduct business in the State of Connecticut and having a current A.M. Best's minimum rating of "A-" and a financial size of at least "X." shall issue all policies. Acceptable written proof of insurance coverages will be the ACCORD form or a form with the same format. Each certificate will contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least ten (10) days prior to policy expiration. Except as otherwise required in this section, coverage shall remain in force during the period of any Inspections. All policy forms shall be on the occurrence form except as otherwise expressly provided herein or except as may be authorized by Seller's Risk Manager. All deductibles and retentions are the sole responsibility of Purchaser to pay and/or indemnify. The required insurance coverages are as follows:

- 8.2.1 Commercial General Liability, including Contractual Liability, with limits not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage and \$2,000,000 General Aggregate All deductibles or self-insured retentions, if any, are the sole responsibility of the Licensee to pay and/or indemnify.
- 8.2.2 Automobile Liability insurance including non-owned and hired vehicles with the same limits as set forth in section 8.2.1 above.
- 8.2.3 Workers' Compensation Insurance at the Statutory Limits in accordance with Connecticut General Statutes. Employers' Liability with limits of \$100,000 each accident, \$500,000 each disease/policy limit, and \$100,000 for each disease for each employee
- 8.2.4 Contractor's Contingent Pollution Liability or Pollution Legal Liability: This policy shall provide coverage for claims arising from third party injury and property damage, including clean-up costs which result from pollution conditions arising out of Contractor's operations and completed operations. Completed Operations shall remain in effect for no less than three (3) years after final completion.

8.2.5 Umbrella/Excess Liability form over sections 8.2.1, 8.2.2, and 8.2.3. Employers' Liability with limits of \$4,000,000 Combined Single and Aggregate Limit.

8.2.6 The Seller shall be included as an Additional Insured as its interests may appear on the appropriate coverage in Sections 8.2.1, 8.2.2, and 8.2.3 – Employers' Liability 8.2.4, and 8.2.5.

8.3 Any inspections shall be solely at Purchaser's expense. Purchaser shall give Seller reasonable prior notice of its intention to conduct any inspections and Seller reserves the right to have a representative present. Purchaser agrees to provide Seller, at no cost to Seller, with a copy of any inspection report upon Seller's written request, which agreement shall survive Closing or termination of this Agreement.

8.4 Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Purchaser in connection with Purchaser's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that all such materials are in Seller's possession). It is the parties' express understanding and agreement that such materials are provided only for Purchaser's convenience in making its own examination and determination prior to the Closing. Purchaser agrees to rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Purchaser expressly disclaims any intent to rely on any such materials supplied by Seller in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information.

8.5 Purchaser shall not suffer or permit any mechanic's liens or other liens to be filed against the Property, or any part thereof, by reason of any work, labor, services or materials done for, or supplied to, Purchaser. If any such lien shall be filed at any time, Purchaser shall cause the same to be discharged of record within ninety (90) days after the date of filing the same, by payment, deposit or bond. If Purchaser shall fail to discharge any such lien within such period and has failed to commence any legal action to discharge any such lien, then, in addition, to any other right or remedy of Seller, Seller may, but shall not be obligated to, procure the discharge of the same. Any amount paid by Seller for said purposes, and all reasonable counsel fees, in defending any such action or in procuring the discharge of any such lien shall become due and payable forthwith by Purchaser to Seller, and failure to pay same within thirty (30) days of Purchaser's receipt of billing therefor and notice of demand for payment thereof shall be a default under this Agreement.

8.6 Purchaser agrees to (which agreement shall survive the Closing or termination of this Agreement) at all times, defend, indemnify, protect,

save and hold harmless Seller and its officials, agents, employees and assigns from any and all loss, liability, claims, actions, suits, demands, judgments, costs, interest and any expense whatsoever for or arising from: (a) injury to, or the death of, any person or persons, including, without limitation, officers, agents and employees of Purchaser occurring as a result of Purchaser's activities on the Property and (b) damage to real or personal property sustained by any entity or person, including, without limitation, officers, agents and employees of Purchaser, occurring as a result of Purchaser's activities on the Property, (c) environmental claims or liability occurring as a result of Purchaser's activities on the Property, (d) any act or omission by Purchaser, its agents, representatives, consultants or other contractors in connection with this Agreement or any of said parties' activities on the Property, and (e) Purchaser's breach of any of the terms of this Agreement. This includes, but is not limited to, the costs of investigation, defense and settlement and payment of any claim or any judgment of any legal liabilities. In case any action or proceeding is brought against Seller by reason of any matter which is the subject of the foregoing indemnity, Purchaser shall pay all costs, reasonable attorneys' fees, expenses and liabilities resulting therefrom, and shall resist such action or proceeding, at Purchaser's sole cost and expense, by attorneys chosen by Purchaser and reasonably satisfactory to Seller.

This indemnity shall survive the termination or expiration of this Agreement.

8.7 Purchaser's sole rights with respect to any matter to which it objects found in its inspections under this section shall be as set forth in Section 9 hereof.

## **9. Purchaser's Right to Terminate; Permitted Encumbrances.**

9.1 If as a result of the investigations provided for in Sections 7 and 8, Purchaser determines that the Property are not suitable for its purposes, Purchaser shall have the right by giving Seller written notice ("Termination Notice") within thirty (30) days after the date of this Agreement ("Acceptance Date") to terminate its obligation to purchase the Property. Once the Termination Notice is given in accordance with this section, neither party shall have any further liability hereunder except as otherwise specifically set forth in this Agreement.

9.2 Unless Purchaser terminates this Agreement pursuant to this section following its opportunity fully to inspect the Property, the state of title thereto and all other matters relating to the Property, Purchaser shall be deemed to have approved and agreed to purchase the Property, at the full Purchase Price, subject to the following:

9.2.1 all title defects;

- 9.2.2 the lien of all non-delinquent real and personal property taxes and assessments;
- 9.2.3 the rights of parties in possession not shown on the public records;
- 9.2.4 discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which an inspection of the Property would disclose and which are not shown by the public records;
- 9.2.5 easements or claims of easements not shown on the public records;
- 9.2.6 any service, installation, connection, maintenance or construction charges due after closing, and subject to the proration provisions hereof, for sewer, water, electricity, telephone, cable television or gas; and
- 9.2.7 unrecorded leaseholds, rights of vendors and holders of security interests on personal property installed upon the Property by tenants and rights of tenants to remove trade fixtures at the expiration of the term of the leases of tenants.

All of the foregoing is referred to herein as "Permitted Encumbrances."

## **10. Environmental Indemnification and Hold Harmless.**

### **10.1 Definitions.**

10.1.1 "Hazardous Material". For the purposes of this Agreement, "Hazardous Material" means any substance:

- (a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
- (b) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); or
- (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, or the State of Connecticut; or



- (d) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or
- (e) the presence of which on adjacent properties could constitute a trespass by Seller; or
- (f) without limitation, which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- (g) without limitation, which contains polychlorinated biphenyl's (PCBs), asbestos or urea formaldehyde foam insulation; or
- (h) without limitation, radon gas.

10.1.2 "Environmental Requirements." For the purpose of this Agreement, "Environmental Requirements" means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentality's of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Material," chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, ground water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

10.1.3 "Environmental Damages." For the purposes of this Agreement, "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants'

fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, regardless of whether the existence of such Hazardous Material or the violation of Environmental Requirements arose prior to the present ownership or operation of the Property and including without limitation:

(a) Damages for personal injury, or injury to property or natural resources occurring upon or off of the Property, including, without limitation, the cost of demolition and rebuilding of any improvements on real property, interest and penalties, including but not limited to claims brought by or on behalf of employees of Purchaser; and

(b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Material or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Property or any other property or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and

(c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

10.2 After Closing, Purchaser, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless: (a) Seller, and Seller's officers, officials, employees, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, and invitees of such persons, from and against any and all Environmental Damages arising from the presence of Hazardous Material upon, about or beneath the Property or migrating to or from the Property, or arising in any manner whatsoever out of the violation of any Environmental Requirements pertaining to the Property and the activities thereon, or the breach of any warranty or covenant or the inaccuracy of any representation of Seller contained in this Agreement. Notwithstanding the foregoing, Purchaser shall not be obligated to so indemnify Seller and Seller's officers, officials, employees, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, and invitees of such persons, from any personal injury claims arising from the occupancy of the Property prior to the Closing

provided such claims did not arise in connection with the activities of Purchaser, its successors, assigns, and guarantors on the Property.

10.3. This obligation shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons. Seller, at its sole expense, may employ additional counsel of its choice to associate with counsel representing Purchaser.

10.4 The obligations of Purchaser under this section shall survive the Closing, the termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise).

10.5 The obligations of Purchaser under this section shall not be affected by any investigation by or on behalf of Seller, or by any information that Seller may have or obtain with respect thereto.

**11. Seller's General Representations and Warranties.** Seller represents and warrants to Purchaser that as of the date of the Closing and, except as otherwise indicated below:

11.1 Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, has duly authorized the execution and performance of this Agreement and such execution and performance will not violate any term of its incorporation or charter, and, at Closing, Seller shall deliver to Purchaser a certified copy of the duly adopted resolution of the Court of Common Council of Seller authorizing the sale of the Property to Purchaser; and

11.2 Seller has not had any dealings, negotiations or consultations with any broker, agent, representative, salesperson, employee or other intermediary in connection with this Agreement or the sale and purchase of the Property. Seller agrees to indemnify, defend and hold harmless Purchaser from the claims of any broker(s), representative(s), employee(s), agent(s), or other intermediary(ies) claiming to represent Seller or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property; and

11.3 Seller shall promptly give Purchaser written notice of the commencement of any lawsuit, the discovery of any pending lawsuit, or any claim that threatens the commencement of a lawsuit, with respect to the Property or this Agreement.

The representations and warranties contained in this section shall survive the Closing.

**12. Purchaser's General Representations and Warranties.** Purchaser represents and warrants to Seller that:

12.1 Purchaser understands and agrees by executing this Agreement, it is enforceable against it in accordance with its terms; and

12.2 Within 30 days following the Closing, and prior to the start of any construction on the Property, Purchaser shall provide Seller a copy of a performance bond associated with the construction of the Improvements. Such bond shall be acceptable in form to the Seller and shall list Seller as a beneficiary; and

12.3 The Purchaser agrees not to record any agreement, notice or instrument in any public record that could create a lien, cloud or encumbrance on the title to the Property in any manner whatsoever. In no event shall Seller's liability for any default or breach of this Agreement exceed the refund of any amount paid as a deposit by Purchaser to Seller. A refund of Purchaser's deposit shall constitute Purchaser's sole and exclusive remedy against Seller at law or in equity; and

12.4 Purchaser's execution and performance of this Agreement will not violate any agreements to which it is a party, or judgments or orders to which it is subject; and

12.5 Purchaser has not had any dealings, negotiations or consultations with any broker, agent, representative, salesperson, employee or other intermediary in connection with this Agreement or the sale and purchase of the Property. Purchaser agrees to indemnify, defend and hold harmless Seller from the claims of any broker(s), representative(s), employee(s), agent(s), or other intermediary(ies) claiming to represent Purchaser or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property; and

12.6 Purchaser is not delinquent in the payment of taxes or any other obligations to Seller; and

12.7 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditor, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy laws is pending against or contemplated by Purchaser; and

12.8 By the Acceptance Date, Purchaser will have inspected the Property fully and completely at its expense for compliance with applicable zoning, building, environmental, health, safety and all other laws, ordinances, regulations and rules; and

12.9 By the Acceptance Date, Purchaser will have reviewed any leases, contracts, expenses and other matters relating to the Property and, based on its own investigations, inspections, tests and studies, will have determined whether to purchase the Property and to assume Seller's obligations under such leases, contracts and otherwise with respect to the Property; and

The representations and warranties contained in this section are true as of the date of this Agreement and shall be true as of the Closing and shall survive the Closing.

13. **Risk of Loss.** Until the Closing, the risk of loss by fire or other casualty to any improvements on the Property, and liability for personal injury or damage to property of others at the Property, shall be borne by Seller, except as otherwise agreed upon by Purchaser and Seller.

14. **Assumption of Contracts.** The service, maintenance, supply or other contracts relating to the operation of the Property are identified in **Exhibit D** attached hereto. On or before the Acceptance Date, Purchaser shall notify Seller in writing if Seller elects not to assume at Closing any of said contracts. Seller shall give notice of termination of any non-assumed contracts, provided that if by the terms of such non-assumed contracts Seller has no right to terminate same on or prior to Closing, or if any fee or other compensation is due thereunder as a result of such termination, Purchaser shall be required at Closing to assume all obligations thereunder until the effective date of the termination and to assume the obligation to pay or reimburse Seller for the payment of the termination-related charge. Unless necessary for the continued safe and legal operation of the Property, Seller agrees not to enter into any new contracts relating to the operation of the Property which cannot be terminated as of the Closing.

**15. Seller's Obligations Prior to Closing.**

15.1 Disclosure. Seller agrees to disclose to Purchaser, immediately after the execution of this Agreement, any leases, contracts, expenses and other such matters relating to the Property and any inspection, engineering or environmental reports relating to the Property.

15.2 Insurance. Seller shall maintain comprehensive public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

15.3 New Leases. After the Acceptance Date, Seller will not execute any new leases or amend any existing tenancies or approve any subleases without the prior written consent of Purchaser. Any objection by Purchaser must be reasonable. Failure of Purchaser to consent or expressly withhold its consent stating with specificity the basis of its objection within five (5) business days after written request for such consent shall be deemed to constitute consent. After the Acceptance Date, Seller will not enter into any lease or other agreement allowing occupancy which cannot be terminated as of the Closing.

## **16. Damage; Condemnation.**

16.1 Material Event. If, prior to the date of Closing, a Substantial Portion (as hereinafter defined) of the Property is damaged or taken by eminent domain (or a Substantial Portion is the subject of a pending taking which has not been consummated), then Purchaser may elect to terminate this Agreement by giving written notice of its election to Seller within fourteen (14) days after receiving notice of such destruction or taking. If no such written notice is given within such fourteen (14) day period, then this transaction shall be consummated in accordance with this Agreement at the Purchase Price provided for in Section 5, provided, if an eminent domain taking has occurred, Seller will assign to Purchaser Seller's portion of any eminent domain award.

16.2 Immaterial Event. If, prior to Closing, less than a Substantial Portion (as hereinafter defined) of the Property are destroyed or taken by eminent domain, then Purchaser shall close this transaction in accordance with this Agreement and at the Purchase Price provided for in Section 5, provided, if an eminent domain taking has occurred, Seller will assign to Purchaser Seller's portion of any eminent domain award.

16.3 Substantial Portion. For the purposes of this Agreement, "Substantial Portion" shall mean a loss or damages in excess of Two Hundred Thousand Dollars and no/100 (\$200,000.00).

**17. Adjustments.** Taxes, special assessments, utility charges and all periodic payments arising from ownership of the Property billed or paid as of the date of the Closing, and payable during the year in which the Closing occurs, shall be prorated as of the date of the Closing and adjusted against the Purchase Price. Purchaser and Seller shall make further adjustments for such charges that may have accrued or been incurred prior to the Date of Closing, but not billed or paid at that date. All prorations shall be made on a 360-day calendar year basis. Except as expressly provided herein, the purpose and intent of the provisions of this section and in this Agreement relating to proration and adjustments is that Seller shall bear all the expenses of ownership and operation of the Property and shall receive all income therefrom accruing through midnight at the end of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

**18. Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered either personally or by overnight express service (with signature required) and shall be addressed to the party hereto to whom the same is directed at the following addresses:

Seller:                      Office of the Mayor  
                                    City of Hartford  
                                    550 Main Street

Hartford, Connecticut 06103

with a copy to the Corporation Counsel at the same address.

Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party hereto may from time to time change its address for purposes of notice under this Agreement by giving written notice to the other in accordance with this section. Notices that are served in the manner aforesaid shall be deemed to have been given or served for all purposes hereunder: (a) if personally delivered, on the date of such delivery, or (b) if by overnight express service, on the next business day.

**19. Counterparts.** This Agreement may be signed in two (2) counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

**20. Successors and Assigns; Assignment.** Purchaser and its permitted successors, if any, agree not to re-assign this Agreement, nor any rights or duties assigned under this Agreement, without prior written consent of Seller, which Seller may withhold without justification.

Any assignment in contravention of this provision shall be void. No assignment shall release Purchaser herein named from any obligation or liability under this Agreement. Any permitted assignee shall be deemed to have agreed to all the terms and conditions of this Agreement and to have made any and all representations and warranties made by Purchaser hereunder, as if the assignee were the original signatory hereto.

If Purchaser requests Seller's written consent to any assignment, Purchaser shall: (a) notify Seller in writing of the proposed assignment; (b) provide Seller with the name and address of the proposed assignee; (c) provide Seller with financial information on the proposed assignee including, but not limited to, assignee's tax payment status, and (d) provide Seller with a copy of the proposed assignment.

**21. Recordation.** The Purchaser and Seller agree not to record this Agreement or any memorandum thereof.

**22. Entire Agreement.** All understandings and agreements heretofore had between the parties are merged in this Agreement and no alteration, modification or interpretation hereof shall be binding unless it is in writing and executed by the parties hereto.

**23. Consent Not Unreasonably Withheld.** Except for the provisions of *Section 20* above, whenever in this Agreement there is provision for either party to give consent, such consent shall not be unreasonably withheld.

**24. Waiver.** Notwithstanding any provision of this Agreement, Purchaser or Seller at their sole option, may waive any provision that is a condition or contingency to Seller's performance hereunder and close this transaction.

**25. Severability.** If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

**26. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

**27. Captions.** The captions in this Agreement are inserted only for convenience and are intended for reference only and shall not in any manner describe, define, limit, change, alter or modify the terms and conditions set forth within this Agreement.

**28. No Partnership.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their assigns or successors in interest.

**29. Execution.** The submission by Seller to Purchaser of this Agreement in unsigned form shall be deemed to be a submission solely for Purchaser's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights upon Purchaser or impose any obligations upon Seller irrespective of any reliance thereon, change of position or partial performance. The submission by Seller of this Agreement for execution by Purchaser and the actual execution and delivery thereof by Purchaser to Seller shall similarly have no binding force and effect on Seller unless and until Seller shall have executed this Agreement and a counterpart thereof shall have been delivered to Purchaser.

**30. Representations; Actual Knowledge.** Whenever a representation or warranty is made in this Agreement by or on behalf of Seller, such representation and warranty is made solely on the basis of the actual, as distinguished from implied, imputed and constructive, knowledge of the person making such representation on the date that such representation or warranty is made.

**31. Business Day; Legal Holiday.** If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used here, the term "legal holiday" means any State of Connecticut or federal holiday for which financial institutions or post offices are generally closed



for observance thereof, and the term "business day" means any calendar day other than Saturday, Sunday or a legal holiday.

**32. Force Majeure.** The time within which Seller or Purchaser is required to perform any of the terms or conditions of this Agreement on its part to be performed shall at all times be subject to a reasonable extension in the event of any acts of God, acts of public enemy, riot, civil commotion, storms, fire or other casualty, strikes, lockouts, unavailability of labor or materials, delay in collecting or inability to collect insurance proceeds or proceeds of a taking, governmental action and any other like matter which shall be beyond the reasonable control of the party required to perform.

**33. Default; Termination; Non-Waiver.**

33.1 Should either party be in breach or default under or otherwise fail to comply with any of the terms, to meet any of the deadlines, to fulfill any of the conditions or to satisfy any of the contingencies, of this Agreement, the non-defaulting party shall have the option to terminate this Agreement upon ten (10) days written notice to the other party of the alleged breach, default or failure, and the failure by such other party to cure such breach, default or failure within such ten (10) day period. The non-defaulting party shall promptly notify the defaulting party in writing of any alleged default upon obtaining knowledge thereof. The date of the Closing shall be extended to the extent necessary to afford the defaulting party the full ten (10) day period to cure such default.

33.2 Whenever this Agreement provides for a termination of this Agreement by a party, neither party shall have any further rights, obligations or remedies against the other party (including without limitation any remedy at law or equity) except for any right, obligation or remedy which has accrued prior to or upon such termination.

33.3 Any failure by either party to insist upon the strict performance of any of the terms and provisions hereof shall not be a waiver and either party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of any and all terms and provisions of this Agreement.

33.4 Notwithstanding any other provision of this section, if Seller should default under this Agreement, Purchaser shall not have the option of seeking specific performance.

**34. No brokers; fees.** Neither party engaged a broker of any kind for the consummation of this transaction and no other fees will be charged to the Purchaser by the Seller in connection with the closing of the transaction.

**[The next page is the signature page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on or as of the date first above written.

Witnesses

**PURCHASER**

\_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Witnesses

**SELLER**

**CITY OF HARTFORD**

\_\_\_\_\_

by \_\_\_\_\_

Pedro E. Segarra

Its Mayor

\_\_\_\_\_

Approved as to form and legality

\_\_\_\_\_

Corporation Counsel

STATE OF CONNECTICUT        }  
  } ss.: HARTFORD  
COUNTY OF HARTFORD        }

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me personally appeared \_\_\_\_\_, the duly authorized \_\_\_\_\_ of \_\_\_\_\_ signer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court

STATE OF CONNECTICUT        }  
  } ss.: HARTFORD  
COUNTY OF HARTFORD        }

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me personally appeared EDDIE A. PEREZ, the duly authorized Mayor of the City of Hartford, signer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of the City of Hartford.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court

## **List of Exhibits**

Exhibit A – Property Description

Exhibit B – Court of Common Council Resolution

Exhibit C – Improvements

Exhibit D

**Exhibit A**  
**Legal Description**

**Exhibit B**

**Authorizing Resolution**

**Exhibit C**  
**The Improvements**

**QUITCLAIM DEED**

To All People to whom these Presents shall come, Greeting:

**KNOW YE, THAT THE CITY OF HARTFORD**, a municipal corporation having its territorial limits in the County of Hartford and State of Connecticut (“Releasor”), for divers, good causes and considerations thereunto moving, received to its full satisfaction of \_\_\_\_\_, a Connecticut corporation having a business address of \_\_\_\_\_ (“Releasee”), has remised, released, and forever quit-claimed and does by these presents, for itself and its successors and assigns, justly and absolutely remise, release and forever QUIT-CLAIM unto it, the said Releasee, its successors and assigns forever, all such right and title as it, the said Releasor has or ought to have in or to a certain piece or parcel of land with the improvements thereon and appurtenances thereto located in the City of Hartford, County of Hartford and State of Connecticut, more particularly described in Exhibit A attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the premises unto it, the said Releasee, and to its successors and assigns, to the only use and behoof of it, its successors and assigns forever, so that neither it, the said Releasor, nor any person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

Notwithstanding any other provision of this Quit Claim Deed to the contrary, if Purchaser has not begun construction of the Improvements more specifically described in Exhibit B attached hereto and made a part hereof in accordance with all applicable building codes, zoning regulations and other applicable standards and regulations of Releasor to the reasonable satisfaction of Releasor’s building official or his or her successor or assign prior to \_\_\_\_\_, all right, title and interest of Releasee in the Property shall immediately revert to Releasor with no recourse or defense available to Releasee.

Notwithstanding any other provision of this Quit Claim Deed to the contrary, if Purchaser has not completed construction of the Improvements more specifically described in Exhibit B attached hereto and made a part hereof in accordance with all applicable building codes, zoning regulations and other applicable standards and regulations of Releasor to the reasonable satisfaction of Releasor’s building official or his or her successor or assign prior to \_\_\_\_\_, all right, title and interest of Releasee in the Property shall immediately revert to Releasor with no recourse or defense available to Releasee.

Releasor shall have the right to exercise the reverters described in the previous three paragraphs for a period of one hundred eighty (180) days from the date of Releasor’s actual notice of the occurrence of one of the events described in the previous two paragraphs.

When recorded, return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**IN WITNESS WHEREOF**, THE CITY OF HARTFORD has hereunto caused its name to be set this \_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
in the presence of:

**CITY OF HARTFORD**

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Pedro E. Segarra  
Its Mayor

Approved as to form and legality:

\_\_\_\_\_

Corporation Counsel

STATE OF CONNECTICUT

} ss. Hartford, \_\_\_\_\_, 2012

COUNTY OF HARTFORD

Personally appeared Pedro E. Segarra, Mayor of the City of Hartford, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Mayor, and the free act and deed of said municipal corporation, before me.

\_\_\_\_\_

Commissioner of Superior Court

**EXHIBIT A**

Legal Description

**EXHIBIT B**  
**The Improvements**